

4-10
19350WARRANTEE DEED
CORPORATIONNO TRANSFER
TAX PAID

KNOW ALL MEN BY THESE PRESENT

031491

That DEFAULT LUMBER COMPANY, a corporation duly established by law and having a place of business in Hinckley, in the County of Somerset, and State of Maine, in consideration of ONE DOLLAR (\$1.00) and other valuable considerations, paid by BESSEY DEVELOPMENT COMPANY, a corporation duly established by law and having a place of business in Hinckley, in the County of Somerset, and the State of Maine, the receipt whereof it does hereby acknowledge, does hereby remise, release bargain, sell and convey, unto the said BESSEY DEVELOPMENT COMPANY, its successor/successors and assigns forever.

A certain lot or parcel of land situated in Oakland and/or Waterville (see recitals below), in the County of Kennebec and State of Maine, more particularly bounded and described as follows:

Beginning at a point which marks the southwesterly corner of a fence on land of George Mitchell; thence in a southerly direction through a line of spotted trees and open roadway to the northerly line of Sidney, Maine, boundary; thence westerly along said Sidney, Maine, north line to the land formerly owned by George M. Peavey, now owned by Lottie Reynolds; thence northerly along the east line of land formerly of George M. Peavey, now of Lottie Reynolds to the south line of land formerly owned by Richard Pickett, now occupied by Eileen Dudley; thence easterly along south line of land formerly owned by said Richard Pickett to the Oakland-Waterville boundary line; thence southerly along said Oakland-Waterville line to the point begun at.

Together with a right-of-way over land of Robert A. Grant et als, from the Trafton Road to the above described premises, as it now exists, on foot and by vehicle and in common with others.

Meaning and intending hereby to convey the premises acquired by Bessey Development Company, by deed of Robert H. McLellan et ux dated January 4, 1965, and recorded in the Kennebec County Registry of Deeds in Book 1365, page 149.

A. Archer and H. Barrows surveyed the boundaries of the within described parcel in May of 1991. They compared their field observations made in the course of the survey with the town lines as delineated on the Oakland town maps. The survey sketch is attached hereto and incorporated herein by reference as Exhibit A.

The deeds in the chain of title locate the premises in the Town of Oakland and describe the lot as bounded by the northerly Sidney Town line and the northerly segment of the easterly boundary line as coinciding with the westerly town line of the City of Waterville.

There is no visible evidence of the location of the Waterville/Oakland Town line as delineated on the Waterville/Oakland town maps. There is no evidence of any statutory perambulation of the town line in the location of the town line as delineated on the tax maps.

The existing monuments, however, as observed in the Archer/Barrows survey delineated on Exhibit A attached hereto correspond with the description in the deeds in the chain of title to the within described lot:

- a. Evidence of the fence at the southwesterly corner of the land formerly of George Mitchell was evident as of May, 1991.
- b. The trees are spotted along the easterly line of the lot.
- c. The remains of an "old roadway along the southerly line" are manifest.
- d. Along the course of the easterly line the surveyors found a seven foot stone monument flat on the ground as depicted on Exhibit A..
- e. The remains of an old wire fence exists along all four boundaries of the within described premises. The location of the remains of the wire fence along the southerly line is consistent with a straight line extension of the northerly Sidney Town line to a stone wall of the then monument marking the Oakland/Sidney Town line on the Middle Road.

The lines have all been spot painted, consistent with the boundary line as delineated on the Archer/Barrows sketch for years.

To have and hold the same, together with all the privileges and appurtenances thereunto belonging, to the said BESSEY DEVELOPMENT COMPANY, its successor/ successors and assigns forever.

And the said Grantor Corporation does hereby covenant with the said Grantee, its successor/ and assigns that it is lawfully seized in the fee of the premises; that they are free of all encumbrances EXCEPT AS AFORESAID; that it has good right to sell and convey the same to the Grantee to hold as aforesaid; and that it and its successors shall and will Warrant and Defend the same to the said Grantee, its successor/successors and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, the said DUEFAULT LUMBER COMPANY, has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Earle D. Bessey III, its President, thereunto duly authorized, this 2nd day of November, in the year of our Lord one thousand nine hundred and ninety-two.

Signed, Sealed and Delivered
in the presence of:

DUEFAULT LUMBER COMPANY

Earle D. Bessey III

By: Earle D. Bessey III, President

STATE OF MAINE
KENNEBEC, SS.

November 2, 1992

Then personally appeared the aboves named Earle D. Bessey III, President of the said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before Me:

Natalie P. Bragg

Notary Public

Print Name:

My Commission Expires

Natalie P. Bragg

Notary Public

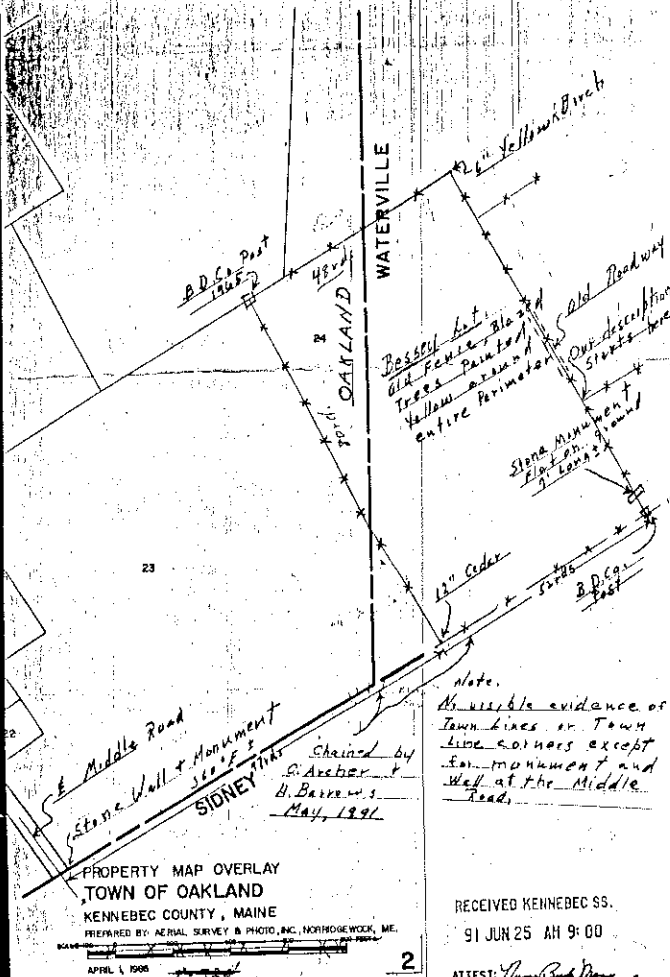
My Commission Expires

12/18/94

SEAL

Bessey Development
Company
P.O. Box 96 Hunkley, ME.
04944

Exhibit A



RECEIVED KENNEBEC SS.

91 JUN 25 AM 9:00

ATTEST: *James B. Moore*
REGISTER OF DEEDS

RECEIVED KENNEBEC SS.

1992 NOV 13 AM 9:00

ATTEST: *James B. Moore*
REGISTER OF DEEDS